

**SERVICE PLAN  
FOR**

\_\_\_\_\_ **METROPOLITAN DISTRICT[S]**

**CITY OF THORNTON, COLORADO**

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE]

**FEBRUARY 10, 2021 DRAFT  
REDLINED REVISIONS TO  
PROPOSED JANUARY 2021 CHANGES**

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## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	Legal Descriptions
<b>EXHIBIT B</b>	Thornton Vicinity Map
<b>EXHIBIT C-1</b>	District Boundary Map
<b>EXHIBIT C-2</b>	Inclusion Area Boundary Map [Include if appropriate otherwise delete]
<b>EXHIBIT D</b>	Certification of Proof of Ownership
<b>EXHIBIT E</b>	Intergovernmental Agreement between the District and Thornton
<b>EXHIBIT F</b>	Itemization of City Costs [Include if appropriate, otherwise delete]
<b><u>EXHIBIT G</u></b>	<u>Engineer's Estimate of Probable Cost</u>
<b><u>EXHIBIT H</u></b>	<u>Notice of Special District Disclosure</u>

## I. INTRODUCTION

### A. Purpose and Intent.

[Notes to applicant – to be deleted from submitted Service Plan:]

[1. Applicants are expected to utilize this model Service Plan and the provisions written herein unless otherwise agreed upon and approved by the City. The City recognizes that some Projects may have unique circumstances that require modifications to the definitions, authorizations, or other provisions contained within this model. Applicants shall provide detailed written justification at time of application for any requests to modify the model Service Plan language.]

[2. Limitations apply to any Project that does not have an Approved Conceptual Site Plan or Overall Development Plan. The applicant shall submit a Service Plan that removes the authority to issue Debt; impose a Debt Mill Levy, Operating Mill Levy, or Fees; or enter into and Intergovernmental Agreement with the City (Exhibit E) until such time that the Project obtains an Approved Conceptual Site Plan or Overall Development Plan. At such time, the District may apply for a Service Plan Amendment and Intergovernmental Agreement with the City to include authorizations for Total Debt Issuance Limitation, Maximum Debt Mill Levy, Maximum Operating Mill Levy, and Fees. The District shall work with the City to adjust and remove the necessary language in the model Service Plan.]

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

### B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees, as limited by Section V.A.18, and other legally available revenues.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs pursuant to the Approved Conceptual Site Plan for the property. Operation and maintenance services are allowed as described in Section VI.I and through as set forth in an intergovernmental agreement with the City, attached as **Exhibit E. Ongoing operation and maintenance services are expected to be repaid-funded by taxes imposed through a mill levy no higher than the Maximum Operating Mill Levy, and/or repaid-funded by Fees as limited by Section V.A.18.**

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes through a mill levy no higher than the Maximum Operating Mill Levy or Fees as limited by Section V.A.18 to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees, ~~or from~~ tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, and other legally available revenues. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## **II. DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Conceptual Site Plan: means a framework development plan as approved by the City pursuant to the City Code for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means any bond, note debenture, contract or any other financial obligation of the District, the proceeds of which are or will be used to fund Public Improvements, and which is payable in whole or in part from, or which constitutes a lien or encumbrance on, the proceeds of ad valorem property tax imposed by the District or any other lawful revenue or funds of the District ~~bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.~~

City: means the City of Thornton, Colorado.

City Code: means the City Code of the City of Thornton, Colorado.

City Council: means the City Council of the City of Thornton, Colorado.

Commercial District: means a metropolitan district containing property classified for assessment as nonresidential. Any metropolitan district that includes or is expected to include any residentially assessed property is defined as a Residential District and not a Commercial District. Income-producing multifamily development, such as apartments, can be included in Commercial Districts.

District: means the \_\_\_\_\_ Metropolitan District.

District Boundaries: means the boundaries of the original District area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's original boundaries.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in, and limited by, Section V.A.18 below.

Financial Plan: means the Financial Plan described in Section VI which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map. [Delete this definition if there is no anticipated inclusion area.]

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District. [Delete this definition if there is no anticipated inclusion area.]

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property as set forth in Section VI.D below.

Maximum Operating Mill Levy: means the maximum mill levy identified in Section VI.J that the District is permitted to impose for payment of ongoing District administration, operations and maintenance costs described in Section VI.I.

Operating Mill Levy: means a property tax mill levy imposed on Taxable Property for the purpose of funding ongoing District administration, operations and maintenance described in Section VI.I and as allowed through an intergovernmental agreement with the City. For Residential Districts, this mill levy shall not exceed the Maximum Operating Mill Levy as set forth in Section VI.J.

Project: means the development or property commonly referred to as \_\_\_\_\_.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below that benefit the Service Area and serve the future taxpayers and inhabitants of the Service Area as determined by the Board ~~of the District~~. More specifically, the Public Improvements eligible to be financed by the District are itemized and identified in The Engineer's Estimate of Probable Costs attached hereto as EXHIBIT [F/G]. The Public Improvements eligible to be financed by the District must be identified by the Approved Conceptual Site Plan [or Overall Development Plan] as necessary for the construction and development of the Project.

Residential District: means a metropolitan district containing property classified for assessment as residential. All metropolitan districts that include or are expected to include any residential property, with the exception of income-producing multifamily development, are defined as a Residential District and not a Commercial District.



Resident: means any person who currently lives within the District Boundaries, or owns or rents a developed property-residential lot that contains a dwelling unit other than a model home within the District Boundaries.

Service Area: means the property within the District Boundary Map [and the Inclusion Area Boundary Map].

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

### **III. BOUNDARIES**

The area of the District Boundaries includes approximately \_\_\_\_\_ (\_\_\_\_) acres [and the total area proposed to be included in the Inclusion Area Boundaries is approximately \_\_\_\_\_ (\_\_\_\_) acres]. A legal description of the District Boundaries [and the Inclusion Area Boundaries] is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the District Boundaries is attached hereto as **Exhibit C-1**, [and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**]. A certification that proof of ownership of all real property within the District Boundaries has been obtained by the District and provided to the City is attached hereto as **EXHIBIT D**.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately \_\_\_\_\_ (\_\_\_\_) acres of [insert type of land use] land. The current assessed valuation of the Service Area is \$\_\_\_\_\_ for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately \_\_\_\_\_ (\_\_\_\_) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Conceptual Site Plan.

### **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Conceptual Site Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements except as described in Section VI.I.3-8 below and unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City approved by a resolution of City Council. The District is required and obligated to operate and maintain park and recreation improvements. Unless otherwise specified in the intergovernmental agreement, in the form attached as **Exhibit E**, all parks and trails shall be open to the general public free of charge.

2. Government Services Limitation. The District shall not be authorized to provide any ongoing governmental services unless the provision of such service is pursuant to an intergovernmental agreement with the City approved by a resolution of City Council.

3. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the City to expand its public safety telecommunication facilities or impair existing telecommunication facilities.

6. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements. The District shall be subject to all of the City's zoning, subdivision, building code and other land use requirements.

8. Growth Limitations. The District acknowledges that the City shall not be limited in implementing City Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District revenue. Approval of this Service Plan does not constitute an approval of building permit allocations or building permits. The District expressly understands and acknowledges that any expenditure of funds for the construction and installation of any Public Improvements in the District prior to approval of building permit allocations or building permits is exclusively at the District's risk. The District shall be subject to any residential growth limitations, including enactment of any ordinances limiting or slowing down growth, moratoriums, water and/or wastewater tap limitations, building permit limitations, or any other growth management requirements. The City reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits within the District based on current or future ordinances of the City. The City does not guarantee capacity in its water or wastewater systems for proposed or future developments. System capacity must be verified throughout the development entitlement process and can be affected by drought, emergency, or infrastructure constraints.

9. Conveyance. The District agrees to convey to the City, at no cost to the City, any real property owned by the District that is necessary, in the City's sole discretion, for any City capital improvement projects for transportation, utilities or drainage, upon written notification.

10. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

11. Eminent Domain Limitation. The District shall not be authorized to utilize the power of eminent domain except as otherwise provided pursuant to an intergovernmental agreement with the City.

12. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except as otherwise provided pursuant to an intergovernmental agreement with the City.

13. Inclusion Limitation. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the City Council. If an Inclusion Area is proposed, the District shall not include within any of its boundaries any property inside the Inclusion Area Boundaries without the prior written consent of the City Council except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

14. Exclusion Limitation. The District shall not exclude from its boundaries any property within the Service Area without the prior written consent of the City Council. The District shall follow the procedure for exclusion of property as provided in Section 32-1-502, C.R.S.

15. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

16. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Conceptual Site Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

17. Total Debt Issuance Limitation. The District shall not issue Debt in excess of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

18. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of ~~debt~~Debt, capital costs, and/or for operations and maintenance until Taxable Property is owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. No Fee related to the repayment of, or intended to repay, ~~debt-Debt~~ shall ~~be authorized to~~ be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property. No Fee related to funding operation and maintenance costs shall be imposed upon or collected from Taxable Property owned or occupied by an End User subsequent to the issuance of a Certificate of Occupancy for said Taxable Property unless and until the majority of the Board are Residents, and a majority of the Board has voted in favor of imposing and collecting Fees for the purpose of funding operation and maintenance costs of the District. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

19. Public Improvement Fee Limitation. The District shall not impose, collect, receive, spend or pledge to any Debt any fee, assessment, tax or charge which is

collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except as provided pursuant to an intergovernmental agreement with the City.

20. Sales and Use Tax. The District shall not exercise its City sales and use tax exemption.

21. Costs to be Assumed by City. The City will not be responsible for payment of any costs of construction of the Public Improvements within the District Boundaries [INCLUDE ONLY IF CITY HAS SOME RESPONSIBILITY FOR COSTS: except as itemized on **EXHIBIT F** hereto].

22. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

23. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

24. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment. The City shall be entitled to all remedies available at law to enjoin such actions of the District.

25. Reimbursement Agreement. If the District utilizes reimbursement agreements to obtain reimbursements from third-party developers or adjacent landowners for

costs of improvements that benefit third-party landowners, such agreements shall be done in accordance with City Code. If a reimbursement agreement exists or is entered into for an improvement financed by the District, any and all resulting reimbursements received for such improvement shall be deposited in the District's ~~debt~~ Debt service fund and used for the purpose of retiring the District's ~~debt~~ Debt.

26. Community Engagement. To ensure Residents within the boundaries of a Residential District have an adequate opportunity to participate in the District and remain apprised of the District's operations and functions, the District shall:

(a) Within twelve (12) months of the date of District formation, create a public website or provide information on a shared owner's association or other community website, on which the District will timely post information related to upcoming meetings and elections, and will make available relevant District documents and information, including, but not limited to, the Service Plan, Board meeting minutes, annual budgets, audits, and annual reports; and

(b) Within twelve (12) months after the issuance of the first certificate of occupancy within the District Boundaries, hold all regular and special Board meetings at a location within a five (5) mile radius of the District's boundaries or within the jurisdictional limits of the City if no feasible meeting venue is available within a five (5) mile radius. If a Board meeting is held virtually using an online computer application, the District shall provide ~~written~~ information on the District website accessible to all Residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with Residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting.

2627. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. ~~Actions of the District which violate the limitations set forth in V.A.1-25 or in VI.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.~~ Material modifications of the Service Plan may be made by the District only by petition to and approval by City Council. Such approval of modifications shall be required with regard to any changes of a basic or essential nature that the City deems, in its sole discretion, a material modification, whether or not they are deemed to be immaterial by the District, and shall include but not be limited to changes to the limitations set forth in Sections V.A.1-26 or VI.B-J. Changes to the Service Plan of a minor technical nature may be approved administratively by the City. The City shall determine if a change is ~~minor or~~ technical in nature.

28. City Remedies for Material Departure from Service Plan. Pursuant to C.R.S. § 32-1-207(3), as may be amended from time to time, the City may seek to enjoin any material departure from this Service Plan that the City deems, in its sole discretion, a material modification of this Service Plan. References to material modifications in this Service Plan, or District actions or inactions that expressly constitute material modifications pursuant to the terms

of this Service Plan, shall not limit the City's ability to enforce the entirety of the Service Plan, and the City may seek to enjoin any material departure as a material modification. Notwithstanding the foregoing, injunctive relief shall not be the City's exclusive remedy for a material departure the City deems a material modification of this Service Plan, and the City shall be entitled to exercise all remedies available by law or in equity, specifically including the remedies set forth in the City Code, and suits for specific performance and/or monetary damages.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Conceptual Site Plan [Overall Development Plan] and identified in The Engineer's Estimate of Probable Cost attached hereto as EXHIBIT [F/G]. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately \_\_\_\_\_ Dollars (\$\_\_\_\_\_). These costs are itemized in The Engineer's Estimate of Probable Cost is attached hereto as EXHIBIT [F/G]. The descriptions of Public Improvements and their related costs identified in EXHIBIT [F/G] are initial projected estimates and are subject to modification as construction of the Project progresses. Upon approval of this Service Plan, the District will continue to develop and refine cost estimates contained herein. Revisions to the Public Improvements cost estimates identified in EXHIBIT [F/G] will not require approval by the City unless the District requests a Service Plan Amendment to increase to the Total Debt Issuance Limitation approved in this Service Plan.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Conceptual Site Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees as limited by Section V.A.18, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All ~~bonds~~ Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem



taxes and Fees as limited by Section V.A.18 to be imposed upon all Taxable Property within the District. ~~The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.~~ The District may also rely upon various other revenue sources authorized by law. These include the power to assess rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. ~~In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%).~~ The maximum net effective interest rate on any District Debt is not expected to shall not exceed twelve percent (12%). ~~Interest on any Debt of the District, or other District obligations payable in whole or in part from revenues derived from the Debt Service Mill Levy, shall be simple per annum interest, and shall not compound.~~ The ~~proposed~~ maximum underwriting discount will be five percent (5%). At the time of any new Debt issuance, if current interest rates are lower than the interest rate associated with the initial Debt, the Board shall determine whether the outstanding Debt is callable, whether the terms allow for refinancing, and if refinancing is in the best interest of the District Residents, and if so, the outstanding Debt shall be refinanced and included in the new Debt issuance. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. If the total amount of aggregate District Debt exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy shall be fifty (50) mills; provided, however, that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after ~~January 1, 2004~~ [date of service plan approval], are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For Residential Districts, If-if the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the Board, prior to being comprised of a Resident majority, may request City Council approval of a Service Plan Amendment to allow that the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate. As part of the Service Plan Amendment request, the Board shall



submit detailed justification demonstrating how an unlimited Debt Mill Levy will result in a net present value savings for repayment of District Debt and benefit taxpayers within the District.

3. For Residential Districts, at such time that the majority of the Board is comprised of Residents of the District, if the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the Board may make a determination by majority vote, without City Council approval, that the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

4. For Commercial Districts, if the total amount of aggregate District Debt is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

5. For purposes of the foregoing, once ~~Debt has been determined to be within the conditions of~~ Sections VI.C.2, VI.C.3, or VI.C.4 above have been met, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

~~The District~~Residential Districts shall not impose a mill levy for repayment of any ~~and or~~ all Debt (or use the proceeds of any mill levy for repayment of Debt) ~~on any single property developed which that~~ exceeds forty (40) years after the year ~~of the initial imposition of such mill levy that the initial District Debt is issued~~ unless a majority of the Board are ~~residents~~ Residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq. There shall be no Maximum Debt Mill Levy Imposition Term in Commercial Districts.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of ~~Ddebt service and for operations and maintenance.~~ The District may also rely upon Fees and various other revenue sources authorized by law. ~~At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or~~

~~charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time and~~ as limited by Section V.A. 18-19. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board, and any such entity shall be subject to and bound by all terms, conditions, and limitations of the Service Plan and intergovernmental agreement, attached as **Exhibit E**.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be

constructed and maintained. The first year's operating budget is estimated to be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which is anticipated to be derived from property taxes and other revenues.

Ongoing administration, operation and maintenance costs may be paid from property taxes collected through the imposition of an "Operating Mill Levy", subject to the limitations set forth in Section VI.J below, as well as Fees, as limited by Section V.A.18. Examples of expenses eligible to be funded from the Operating Mill Levy include, but may not be limited to:

1. General operating expenses such as accounting, audit, legal counsel, Director's fees, elections, management, engineering, office supplies, and payroll taxes;
2. Architectural review and covenant control;
3. Maintenance of parks, greenways, trails, recreational and amenity improvements such as playgrounds, sports clubs, clubhouses, sports fields, and pavilions not owned or maintained by the City or an owner's association;
4. Maintenance of landscaping and irrigation;
5. Cleaning, repair and snowplowing of streets not maintained by the City or an owner's association;
6. Sidewalk snow shoveling and maintenance;
7. Repair and replacement of any Public Improvements not dedicated to the City, other appropriate jurisdiction, or owner's association; and
8. Maintenance of retention or detention ponds.

The Operating Mill Levy shall not be used for repayment of Debt or operation or maintenance of any Public Improvement dedicated to the City, other jurisdiction or owner's association. The Operating Mill Levy cannot be imposed on or before the effective date of approval by the City of a Conceptual Site Plan and Intergovernmental Agreement with the City.

~~The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.~~

#### J. Maximum Operating Mill Levy.

The "Maximum Operating Mill Levy" shall be the maximum mill levy that the District is permitted to impose upon Taxable Property within the District for payment of ongoing administration, operation, and maintenance costs as described in Section VI.I, and shall be determined as follows:

1. For a Residential District, unless and until the conditions of Sections VI.J.2 or VI.J.3 below are met, the Maximum Operating Mill Levy shall be 10 mills provided that if the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement is changed by law, the Maximum Operating Mill Levy may be increased or

decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after [date of service plan approval], are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For a Residential District, prior to the Board being comprised of a Resident majority, the Board may request City Council approval of a Service Plan Amendment and intergovernmental agreement to increase the Maximum Operating Mill Levy to a specified amount necessary to fund eligible expenses for ongoing administration, operation and maintenance as described in Section VI.I. The Board shall provide detailed justification for the increase as part of the amendment request. The Maximum Operating Mill Levy shall not exceed 10 mills without City Council approval of the amendment or until the conditions of Section VI.J.3 below are met.

3. For a Residential District, at such time that the majority of the Board is comprised of Residents of the District, the Board may make a determination by majority vote, without City Council approval, to increase the Maximum Operating Mill Levy to any amount necessary to fund eligible expenses for ongoing administration, operation and maintenance as described in Section VI.I.

4. Commercial Districts shall not be subject to a Maximum Operating Mill Levy.

## **VII. ANNUAL REPORT**

### **A. General.**

Within six months after the close of each fiscal year, the District shall submit an annual report to the City Clerk together with a certificate of compliance with the City Code.

### **B. Reporting of Significant Events.**

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. A list of any pending or anticipated reimbursement agreements entered into by the District pursuant to Section 62-60 to 62-69 of the City Code, as may be amended from time to time.

8. The assessed valuation of the District for the current year.

9. Current year budget including a description of the Public Improvements to be constructed in such year.

10. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

11. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

12. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

13. A list of any and all filings made pursuant to SEC rule 15 c 2-12, together with copies of such filings.

## **VIII. DISSOLUTION**

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District shall request that City Council adopt a resolution, after a public hearing thereon, stating that the District shall be dissolved. Thereafter, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **IX. DISCLOSURE NOTICES**

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.
2. The District will use reasonable efforts and due diligence to cause ~~the each~~ developer ~~or and~~ home builder to provide a written notice of disclosure to all

initial purchasers of property in the District that describes the ~~impact of the District mill levy and fees~~ general purpose of the District and financial impact on each residential property at the time of entering into ~~along with~~ the purchase contract. Specifically, the written notice of disclosure shall provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.26.(a)).
- d. District Boundary Map showing all lots within the District.
- e. The Maximum Debt Mill Levy and Maximum Operating Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District Boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operating Mill Levy pays for and the duration that the property will be taxed to pay for the eligible Operating Mill Levy expenses.
- j. Any and all Fees that may be imposed on each residential property for each year the District is in existence.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that ~~Each~~ each home buyer will be asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract. The form of notice shall be substantially in the form of **Exhibit H [G if no Exhibit F]** hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to substantially include the information identified in 'a' - 'j' of this section.

3. The District shall record the notice of disclosure **in the form of Exhibit H[G]** for each property within the District with Adams County at the time the subdivision plat is recorded, or ~~provide the City with a copy of the recorded~~ record the notice of disclosure for each property prior to any building permits for the subdivision being issued if the subdivision plat has already been filed. The District shall provide the City with a copy of the recorded notice of disclosure. The notice of disclosure shall include the information identified in Section IX.2 above. ~~maximum mill levy that may be assessed and associated taxes that may be imposed on the residential property for each year the District is in existence.~~
4. To ensure that potential residential buyers are educated about the District, ~~The~~ District will ~~also use reasonable efforts and due diligence to~~ provide the

information identified in Section IX.2 above to ~~potential residential buyers by furnishing information describing the key provisions of the approved District to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District's boundaries~~ Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed. ~~Such information shall include the maximum mill levy and associated taxes and fees that may be imposed on each property for each year the District is in existence and the improvements that are or have been paid for by the District.~~

## **X. INTERGOVERNMENTAL AGREEMENT**

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E**. No other enabling, controlling, contractual, and/or operations documents that would affect or be executed by the District shall be approved without attachment to this Service Plan by amendment signed by the parties hereto.

## **XI. CONCLUSION**

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 66-60 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.



## **EXHIBIT A**

### Legal Descriptions

## **EXHIBIT B**

Thornton Vicinity Map

**EXHIBIT C-1**

District Boundary Map

**EXHIBIT C-2**

Inclusion Area Boundary Map

[Exhibit not included if no inclusion area is anticipated]

## **EXHIBIT D**

### **Certification of Proof of Ownership**

## **EXHIBIT E**

Intergovernmental Agreement between the District and Thornton

(**Note** – the model intergovernmental agreement will be amended to reflect the final language changes of the model service plan)

## **EXHIBIT F**

### Itemization of City Costs

[Exhibit not included if the City is not responsible for any costs]

**EXHIBIT G** (or EXHIBIT F if there is no itemization of city costs)

Engineer's Estimate of Probable Cost



## **EXHIBIT H**

### **Notice of Special District Disclosure**

## **NOTICE OF SPECIAL DISTRICT DISCLOSURE**

**ATTENTION HOMEBUYER:** You are purchasing a home that is located within *[District name]* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>[District name]</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	<p>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>[project name]</i> located in Thornton, Adams County, Colorado and described further in the District's Service Plan.</p> <p>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</p>
Authorized Types of District Taxes:	<p><b>Debt Mill Levy and Operating Mill Levy</b></p> <p>These mill levies result in taxes you will owe to the District and are described further below.</p>
District's Total Debt Issuance Authorized per District's Service Plan:	\$
District Improvements Financed by Debt:	<p>The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i></p>
<b>Maximum Debt Mill Levy</b> that may be levied annually on properties within the District to pay back debt:	<p>Maximum Debt Mill Levy: 50.000 Mills</p> <p><del>This The Maximum Debt</del> Mill Levy may fluctuate based on changes to residential assessment rates. <del>Despite the mill levy fluctuation, the amount of taxes paid by the homeowner should substantially stay the same from year to year.</del></p> <p><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></p>

Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operating Mill Levy to pay for <b><i>[list eligible ongoing administration, operating and maintenance obligations]</i></b>
<b>Maximum Operating Mill Levy</b> that may be levied annually on properties within the District to pay for the ongoing operations and maintenance described above.	<p>Maximum Operating Mill Levy: 10 Mills</p> <p><del>This The Maximum Operating</del> Mill Levy may fluctuate based on changes to residential assessment rates. <del>Despite the mill levy fluctuation, the amount of taxes paid by the homeowner should substantially stay the same from year to year.</del></p> <p>The Operating Mill Levy is distinct from the Debt Mill Levy taxes and cannot be used to repay District Debt.</p> <p><b><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></b></p>
<b>District Fees:</b>	
<b>Other Taxing Entities to which you will pay taxes to:</b>	<b><i>[List all taxing entities and current mill levies within the District Boundaries as identified by the Adams County Assessor]</i></b>

**Sample Calculation of Taxes Owed for a Residential Property within the District:**

**Assumptions:**

Average market value of home in District is \$\_\_\_\_\_

Debt Mill Levy is 50 mills

Operating Mill Levy is 10 mills

**Total Metropolitan District mill levies = 60 mills**

**Calculation of Metropolitan District Taxes:**

\$\_\_\_\_\_ x .0715 = \$\_\_\_\_\_ (Assessed Valuation)

\$\_\_\_\_\_ x .060 mills = \$\_\_\_\_\_ **per year in taxes owed solely to the Metro District**

**Total Additional Mill Levies from Other Taxing Entities:** \_\_\_\_\_ mills = \$\_\_\_\_\_ annual taxes

**TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$\_\_\_\_\_ = \$\_\_\_\_\_**

**ACKNOWLEDGED AND AGREED TO BY BUYER:**

Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_